

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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LOUIS ORTIZ MACHADO,

Plaintiff,

**STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL**

12 cv 2549 (BMC)

-against-

CITY OF NEW YORK, DETECTIVE CHRISTOPHER
GOODWIN, SHIELD 6956; DETECTIVE CHRISTOPHER
ZEFFIRO, SHIELD 1472; POLICE OFFICERS JOHN AND
JANE DOES 3 THROUGH 10, INDIVIDUALLY AND IN
THEIR OFFICIAL CAPACITIES (the names John and Jane
Doe being fictitious, as the true names are presently unknown),

Defendants.
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WHEREAS, Plaintiff commenced this action by filing a complaint on or about,
May 21, 2012 and an amended complaint on July 31, 2012, alleging that the Defendants violated
Plaintiff's civil rights; and

WHEREAS, Defendant City of New York has denied any and all liability arising
out of Plaintiff's allegations; and

WHEREAS, plaintiff and defendant City of New York now desire to resolve the
issues raised in this litigation, without further proceedings and without admitting any fault or
liability; and

WHEREAS, Plaintiff has authorized his counsel to settle this matter on the terms
set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against Defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph 2 below.

2. Defendant City of New York hereby agrees to pay Plaintiff, Louis Ortiz Machado, the sum of **Fifteen Thousand Dollars (\$15,000.00)** in full satisfaction of all claims, including claims for costs, expenses, and attorneys' fees. In consideration for the payment of this sum, Plaintiff agrees to the dismissal with prejudice of all the claims against the named defendants, the City of New York, Christopher Goodwin, Christopher Zeffiro, and the individuals named herein as "John and Jane Does 3 through 10;" and to release and discharge all Defendants, and any present or former employees and agents of the City of New York, or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of Plaintiff's civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to Defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, Plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the Defendants that they in any manner or way violated Plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations, or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

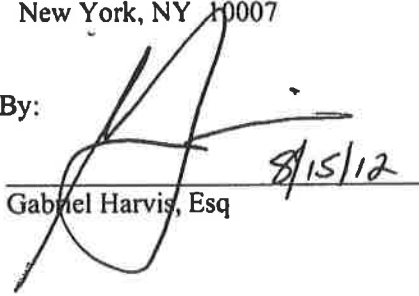
6. Plaintiff agrees to hold harmless Defendants the City of New York, Christopher Goodwin, Christopher Zeffiro, and the individuals named herein as "John and Jane Does 3 through 10;" regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
8/15, 2012

Gabriel Harvis, Esq.
Harvis Marinelli Saleem & Wright LLP
Attorneys for Plaintiff
305 Broadway, 14th Floor
New York, NY 10007

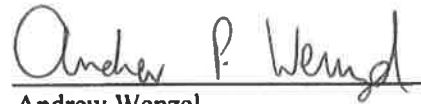
By:



Gabriel Harvis, Esq. 8/15/12

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(212) 788-0437

By



Andrew Wenzel
Assistant Corporation Counsel
Special Federal Litigation Division

SO ORDERED:

THE HONORABLE BRIAN M. COGAN
UNITED STATES DISTRICT JUDGE